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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 BECKY CARPIO,

12 Plaintiff,

13 vs.

14 TARGET CORPORATION, and DOES
15 1 to 25, inclusive

16 Defendants.
17
18

CASE NO.: CV 23-6917-GW-MAAx

**STIPULATED PROTECTIVE
ORDER**

Scheduling Conference

Date: October 2, 2023

Time: 8:30 a.m.

Courtroom: 9D

Case Filed: August 22, 2023

State Court Action Filed: July 20, 2023

Trial Date: None

19 **1. PURPOSES AND LIMITATIONS**

20 Discovery in this action is likely to involve production of confidential,
21 proprietary, or private information for which special protection from public
22 disclosure and from use for any purpose other than prosecuting this litigation may
23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
24 enter the following Stipulated Protective Order. The parties acknowledge that this
25 Order does not confer blanket protections on all disclosures or responses to
26 discovery and that the protection it affords from public disclosure and use extends
27 only to the limited information or items that are entitled to confidential treatment
28

1 under the applicable legal principles. The parties further acknowledge, as
2 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
3 them to file confidential information under seal; Local Rule 79-5 sets forth the
4 procedures that must be followed and the standards that will be applied when a
5 party seeks permission from the Court to file material under seal.

6
7 **2. GOOD CAUSE STATEMENT**

8 This action is likely to involve trade secrets, medical records and other
9 Protected Health Information, and commercial, technical and/or proprietary
10 information for which special protection from public disclosure and from use for
11 any purpose other than prosecution of this action is warranted. Such confidential
12 and proprietary materials and information consist of, among other things,
13 confidential business information, information regarding confidential business
14 practices, or other commercial information (including information implicating
15 privacy rights of third parties), information otherwise generally unavailable to the
16 public, or which may be privileged or otherwise protected from disclosure under
17 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
18 expedite the flow of information, to facilitate the prompt resolution of disputes over
19 confidentiality of discovery materials, to adequately protect information the parties
20 are entitled to keep confidential, to ensure that the parties are permitted reasonable
21 necessary uses of such material in preparation for and in the conduct of trial, to
22 address their handling at the end of the litigation, and serve the ends of justice, a
23 protective order for such information is justified in this matter. It is the intent of the
24 parties that information will not be designated as confidential for tactical reasons
25 and that nothing be so designated without a good faith belief that it has been
26 maintained in a confidential, non-public manner, and there is good cause why it
27 should not be part of the public record of this case.

1 **3. DEFINITIONS**

2 3.1 Action: *[this pending federal lawsuit]. [Alternatively, this definition*
3 *may include consolidated or related actions.]*

4 3.2 Challenging Party: a Party or Nonparty that challenges the designation
5 of information or items under this Stipulated Protective Order.

6 3.3 “CONFIDENTIAL” Information or Items: Information (regardless of
7 how it is generated, stored or maintained) or tangible things that qualify
8 for protection under Federal Rule of Civil Procedure 26(c), and as
9 specified above in the Good Cause Statement.

10 3.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
11 their support staff).

12 3.5 Designating Party: A Party or Nonparty that designates information or
13 items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL.”

15 3.6 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained
17 (including, among other things, testimony, transcripts, and tangible
18 things), that is produced or generated in disclosures or responses to
19 discovery in this matter.

20 3.7 Expert: A person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its
22 counsel to serve as an expert witness or as a consultant in this Action.

23 3.8 In-House Counsel: Attorneys who are employees of a party to this
24 Action. In-House Counsel does not include Outside Counsel of Record
25 or any other outside counsel.

26 3.9 Nonparty: Any natural person, partnership, corporation, association or
27 other legal entity not named as a Party to this action.

28 3.10 Outside Counsel of Record: Attorneys who are not employees of a

party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

3.11 Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, In-House Counsel, and Outside Counsel of Record (and their support staffs).

3.12 Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in this Action.

3.13 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

3.14 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

3.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

4. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material, but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Stipulated Protective Order does not govern the use of Protected Material at trial.

1 **5. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Stipulated Protective Order shall remain in effect until a
4 Designating Party agrees otherwise in writing or a court order otherwise directs.
5 Final disposition shall be deemed to be the later of (1) dismissal of all claims and
6 defenses in this Action, with or without prejudice; and (2) final judgment herein
7 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
8 reviews of this Action, including the time limits for filing any motions or
9 applications for extension of time pursuant to applicable law.

10
11 **6. DESIGNATING PROTECTED MATERIAL**

12 6.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Nonparty that designates information or items for
14 protection under this Stipulated Protective Order must take care to
15 limit any such designation to specific material that qualifies under the
16 appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or
18 written communications that qualify so that other portions of the
19 material, documents, items, or communications for which protection is
20 not warranted are not swept unjustifiably within the ambit of this
21 Stipulated Protective Order.

22 Mass, indiscriminate, or routinized designations are prohibited.
23 Designations that are shown to be clearly unjustified or that have been
24 made for an improper purpose (*e.g.*, to unnecessarily encumber the
25 case development process or to impose unnecessary expenses and
26 burdens on other parties) may expose the Designating Party to
27 sanctions.

28 6.2 Manner and Timing of Designations.

1 Except as otherwise provided in this Stipulated Protective Order
2 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered,
3 Disclosure or Discovery Material that qualifies for protection under
4 this Stipulated Protective Order must be clearly so designated before
5 the material is disclosed or produced.

6 Designation in conformity with this Stipulated Protective Order
7 requires the following:

8 (a) For information in documentary form (*e.g.*, paper or electronic
9 documents, but excluding transcripts of depositions or other
10 pretrial or trial proceedings), that the Producing Party affix at a
11 minimum, the legend “CONFIDENTIAL” to each page that
12 contains protected material. If only a portion or portions of the
13 material on a page qualifies for protection, the Producing Party
14 also must clearly identify the protected portion(s) (*e.g.*, by
15 making appropriate markings in the margins).

16 A Party or Nonparty that makes original documents
17 available for inspection need not designate them for protection
18 until after the inspecting Party has indicated which documents it
19 would like copied and produced. During the inspection and
20 before the designation, all of the material made available for
21 inspection shall be deemed “CONFIDENTIAL.” After the
22 inspecting Party has identified the documents it wants copied
23 and produced, the Producing Party must determine which
24 documents, or portions thereof, qualify for protection under this
25 Stipulated Protective Order. Then, before producing the
26 specified documents, the Producing Party must affix the legend
27 “CONFIDENTIAL” to each page that contains Protected
28 Material. If only a portion or portions of the material on a page

1 qualifies for protection, the Producing Party also must clearly
 2 identify the protected portion(s) (e.g., by making appropriate
 3 markings in the margins).

4 (b) For testimony given in depositions, that the Designating Party
 5 identify the Disclosure or Discovery Material on the record,
 6 before the close of the deposition, all protected testimony.

7 (c) For information produced in nondocumentary form, and for any
 8 other tangible items, that the Producing Party affix in a
 9 prominent place on the exterior of the container or containers in
 10 which the information is stored the legend "CONFIDENTIAL."
 11 If only a portion or portions of the information warrants
 12 protection, the Producing Party, to the extent practicable, shall
 13 identify the protected portion(s).

14 6.3 Inadvertent Failures to Designate.

15 If timely corrected, an inadvertent failure to designate qualified
 16 information or items does not, standing alone, waive the Designating
 17 Party's right to secure protection under this Stipulated Protective Order
 18 for such material. Upon timely correction of a designation, the
 19 Receiving Party must make reasonable efforts to assure that the
 20 material is treated in accordance with the provisions of this Protective
 21 Order.

22 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 7.1 Timing of Challenges.

24 Any Party or Nonparty may challenge a designation of
 25 confidentiality at any time that is consistent with the Court's
 26 Scheduling Order.
 27

28 7.2 Meet and Confer.

The Challenging Party shall initiate the dispute resolution process, which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge Audero's Procedures ("Mandatory Telephonic Conference for Discovery Disputes").¹

7.3 Burden of Persuasion.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1 Basic Principles.

A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Stipulated Protective Order. When the Action reaches a final disposition, a Receiving Party must comply with the provisions of Section 14 below.

Protected Material must be stored and maintained by a Receiving

¹ Judge Audero's Procedures are available at <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 Party at a location and in a secure manner that ensures that access is
2 limited to the persons authorized under this Stipulated Protective Order.

3 8.2 Disclosure of “CONFIDENTIAL” Information or Items.

4 Unless otherwise ordered by the Court or permitted in writing by
5 the Designating Party, a Receiving Party may disclose any information
6 or item designated “CONFIDENTIAL” only to:

- 7 (a) The Receiving Party’s Outside Counsel of Record, as well as
8 employees of said Outside Counsel of Record to whom it is
9 reasonably necessary to disclose the information for this Action;
- 10 (b) The officers, directors, and employees (including In-House
11 Counsel) of the Receiving Party to whom disclosure is
12 reasonably necessary for this Action;
- 13 (c) Experts of the Receiving Party to whom disclosure is reasonably
14 necessary for this Action and who have signed the
15 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 16 (d) The Court and its personnel;
- 17 (e) Court reporters and their staff;
- 18 (f) Professional jury or trial consultants, mock jurors, and
19 Professional Vendors to whom disclosure is reasonably
20 necessary for this Action and who have signed the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 22 (g) The author or recipient of a document containing the information
23 or a custodian or other person who otherwise possessed or knew
24 the information;
- 25 (h) During their depositions, witnesses, and attorneys for witnesses,
26 in the Action to whom disclosure is reasonably necessary
27 provided: (1) the deposing party requests that the witness sign
28 the “Acknowledgment and Agreement to Be Bound” (Exhibit

A); and (ii) the witness will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound,” unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**9. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with

the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

10.1. Application.

The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information produced by Nonparties in connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

10.2. Notification.

In the event that a Party is required, by a valid discovery request, to produce a Nonparty’s confidential information in its possession, and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s confidential information, then the Party shall:

- (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;
- (b) Promptly provide the Nonparty with a copy of the Stipulated

Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

- (c) Make the information requested available for inspection by the Nonparty, if requested.

10.3. Conditions of Production.

If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's confidential information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its Protected Material.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order, and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound" (Exhibit A).

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1 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other
 5 protection, the obligations of the Receiving Parties are those set forth in Federal
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence
 9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 10 of a communication or information covered by the attorney-client privilege or work
 11 product protection, the parties may incorporate their agreement in the Stipulated
 12 Protective Order submitted to the Court.

13
 14 **13. MISCELLANEOUS**

15 13.1 Right to Further Relief.

16 Nothing in this Stipulated Protective Order abridges the right of
 17 any person to seek its modification by the Court in the future.

18 13.2 Right to Assert Other Objections.

19 By stipulating to the entry of this Protective Order, no Party
 20 waives any right it otherwise would have to object to disclosing or
 21 producing any information or item on any ground not addressed in this
 22 Stipulated Protective Order. Similarly, no Party waives any right to
 23 object on any ground to use in evidence of any of the material covered
 24 by this Stipulated Protective Order.

25 13.3 Filing Protected Material.

26 A Party that seeks to file under seal any Protected Material must
 27 comply with Local Civil Rule 79-5. Protected Material may only be
 28 filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue. If a Party's request to file
2 Protected Material under seal is denied by the court, then the Receiving
3 Party may file the information in the public record unless otherwise
4 instructed by the Court.
5

6 **14. FINAL DISPOSITION**

7 After the final disposition of this Action, within sixty (60) days of a written
8 request by the Designating Party, each Receiving Party must return all Protected
9 Material to the Producing Party or destroy such material. As used in this
10 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
11 summaries, and any other format reproducing or capturing any of the Protected
12 Material. Whether the Protected Material is returned or destroyed, the Receiving
13 Party must submit a written certification to the Producing Party (and, if not the
14 same person or entity, to the Designating Party) by the 60-day deadline that
15 (1) identifies (by category, where appropriate) all the Protected Material that was
16 returned or destroyed and (2) affirms that the Receiving Party has not retained any
17 copies, abstracts, compilations, summaries or any other format reproducing or
18 capturing any of the Protected Material. Notwithstanding this provision, Counsel is
19 entitled to retain an archival copy of all pleadings; motion papers; trial, deposition,
20 and hearing transcripts; legal memoranda; correspondence; deposition and trial
21 exhibits; expert reports; attorney work product; and consultant and expert work
22 product, even if such materials contain Protected Material. Any such archival
23 copies that contain or constitute Protected Material remain subject to this Stipulated
24 Protective Order as set forth in Section 5.

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15. VIOLATION

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: January 16, 2024

**QUINTAIROS, PRIETO, WOOD &
BOYER, P.A.**

Dated: January 16, 2024

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: January 18, 2024

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [full name], of _____
 [address], declare under penalty of perjury that I have read in its entirety and
 understand the Stipulated Protective Order that was issued by the United States
 District Court for the Central District of California on _____ [date] in the
 case of *Becky Carpio v. Target Corporation, et al.*, Case No. CV 23-6917-GW-
 MAAX. I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order, and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject
 to this Stipulated Protective Order to any person or entity except in strict compliance
 with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action.

I hereby appoint _____ [full name] of
 _____ [address and telephone number] as
 my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed name: _____

Date: _____

City and State Where Sworn and Signed: _____

PROOF OF SERVICE

Becky Carpio v. Target Corporation
CASE NO.: CV 23-6917-GW-MAAx
Client Matter No.: 187781

I am a citizen of the United States. My business address is 500 North Brand Blvd., Suite 1650, Glendale, California 91203. I am employed in the County of Los Angeles where this service occurs. I am over the age of 18 years, and not a party to the within cause.

On the date set forth below, according to ordinary business practice, I served the foregoing document entitled: **[PROPOSED] STIPULATED PROTECTIVE ORDER**

☒ (BY CM/ECF) I hereby certify that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail notice list, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants (if any) indicated on the Manual Notice list.

☐ (BY E-MAIL) On this date, I personally transmitted the foregoing document(s) via electronic mail to the e-mail address(es) of the person(s) on the attached service list.

SEE ATTACHED SERVICE LIST

☒ (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 17, 2024, at Palmdale, California.

/s/ Liseth Gonzalez
Liseth Gonzalez

SERVICE LIST

Becky Carpio v. Target Corporation
CASE NO.: CV 23-6917-GW-MAAx
Client Matter No.: 187781

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